

Amended by

Document #279

BASIC NOTE RESOLUTION (EARLY LAND ACQUISITION)

XXXXXX
Form H-3051
(7-59)

RESOLUTION AUTHORIZING THE ISSUANCE OF CERTAIN PROJECT TEMPORARY LOAN NOTES IN CONNECTION WITH URBAN RENEWAL PROJECT NO. MASS R-35 AND PROVIDING FOR THE SECURITY FOR THE PAYMENT THEREOF, AND FOR OTHER PURPOSES

WHEREAS the Boston Redevelopment Authority (herein sometimes called the "Local Public Agency"), is duly authorized and proposes to undertake and carry out a certain urban renewal or redevelopment project of the character authorized by law with financial aid by the United States of America (herein sometimes called the "Government") in the form of a Project Temporary Loan under Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949), as amended, which may be made by the Government to the Local Public Agency with respect to the Project in accordance with a Contract for a loan and grant by and between the Local Public Agency and the Government; and

WHEREAS, in order to enable the Local Public Agency to obtain such financial aid, it is necessary for the Local Public Agency to authorize and, from time to time, issue certain obligations as hereinafter provided:

NOW, THEREFORE, BE IT RESOLVED by the Boston Redevelopment Authority of the City of Boston as follows:

Section 1. That in order to provide funds to enable the Local Public Agency to defray expenses and costs in connection with the undertaking and carrying out of the Project, and to refund, renew, extend, or substitute for any Project Temporary Loan Notes by this Resolution authorized to be issued, there are hereby authorized to be issued, from time to time, Project Temporary Loan Notes of the Local Public Agency in an aggregate principal amount outstanding at any one time (whether authorized by this Resolution or any other resolution authorizing and the issuance of Project Temporary Loan Notes in connection with the Project) ^{and} _{seventy} of not to exceed Twenty-one Million, two hundred sixty thousand, four hundred _{one} Dollars (\$ 21,260,470.00).

Section 2. That each such note shall be designated "Project Temporary Loan Note"; shall be payable, as to the principal thereof together with the interest thereon, upon demand, but solely from the Project Temporary Loan Repayment Fund hereinafter mentioned and not otherwise; shall be payable at the principal office of the Local Public Agency in any coin or currency of the United States of America which, on the date of the payment of the principal thereof and the interest thereon, is legal tender for the payment of public and private debts; shall be payable to the United States of America or order; shall be signed in the name of the Local Public Agency by the Chairman, shall have the official seal of the Local Public Agency impressed thereon and attested by the Secretary, and shall bear interest at the rate or rates as follows:

- (a) Each such Project Temporary Loan Note delivered to and paid for by the Government during the period from October 3, 19 61, to December 31, 19 66 (herein called the "Initial Loan Period"), shall bear interest during the Initial Loan Period on the unpaid principal amount thereof at the rate of three and three-quarters per centum (3 3/4 %) per annum; and
- (b) From and after the expiration of the Initial Loan Period, each such Project Temporary Loan Note, whether delivered to and paid for by the Government prior to or after the expiration of the Initial Loan Period shall bear interest on the unpaid principal amount thereof at the rate per annum, which is and shall be the higher of (1) three and three-quarters per centum (3 3/4 %) per annum, or (2) the rate, not to exceed, in any event, six per centum (6 %) per annum, which, subject to such limitation, shall be equal to the average yield to maturity on all outstanding marketable obligations of the United States having a maturity of approximately five years from the first day of May or November, as the case may be, next preceding the expiration of the Initial Loan Period, as determined by the Housing and Home Finance Administrator, upon the advice of the Secretary of the Treasury of the United States of America, by estimating such average yield on the basis of daily closing market bid quotations or prices during the month of May or November, as the case may be, next preceding the expiration of the Initial Loan Period and by adjusting such estimated average yield to the nearest one-eighth of one per centum.

Section 3. That each Project Temporary Loan Note issued during the Initial Loan Period, including a statement of the delivery thereof to the Government, shall be in substantially the following form:

PROJECT TEMPORARY LOAN NOTE
Project No. Mass. R-35

Note No. _____ \$ _____

The Boston Redevelopment Authority (herein called the "Local Public Agency"), for value received, hereby promises to pay, but solely from the Project Temporary Loan Repayment Fund hereinafter mentioned and not otherwise, upon demand, to the United States of America or order, the sum of DOLLARS (\$ _____), and at such time to pay, but solely from said Fund and not otherwise, interest on said sum, from the date of the acceptance of delivery of and the payment for this Note, at the rate or rates as follows:

During the period from the date of the acceptance of delivery of and payment for this Note to _____, 19____ (herein called the "Initial Loan Period"), said principal sum shall bear interest on the unrepaid amount thereof at the rate of

(%) per annum. From and after said date said

principal sum shall bear interest on the unrepaid principal amount thereof at the rate per annum (to be duly noted on behalf of the United States of America on the reverse hereof) which is and shall be the higher of

(a) _____ per centum

(%) per annum, or (b) the rate, not to exceed, in any event,

per centum

(%) per annum, which, subject to such limitation, shall be equal to the average yield to maturity on all outstanding marketable obligations of the United States having a maturity of approximately five years from the first day of May or November, as the case may be, next preceding the expiration of the Initial Loan Period, as determined by the Housing and Home Finance Administrator, upon the advice of the Secretary of the Treasury, by estimating such average yield on the basis of daily closing market bid quotations or prices during the month of May or November, as the case may be, next preceding the expiration of the Initial Loan Period and by adjusting such estimated average yield to the nearest one-eighth of one per centum.

Both the principal of and interest on this Note are payable at the principal office of the Local Public Agency in _____, in any coin or currency of the United States of America which, on the date of the payment of the principal of and interest on this Note, is legal tender for the payment of public and private debts.

This Note is issued pursuant to the provisions of (a) the Constitution and laws of the Commonwealth of Massachusetts, including particularly Chapter 121, Annotated Laws of Massachusetts as amended;

(b) a Resolution duly adopted by the Local Public Agency on the day of _____, 19____, providing for the issuance of Project Temporary Loan Notes (herein called the "basic Note Resolution"); and (c) a Resolution likewise adopted on the day of _____, 19____, providing for the issuance of this particular Note; and the proceeds hereof are to be used to defray expenses and costs involved in the Local Public Agency's undertaking and carrying out of a certain urban renewal or redevelopment Project of the character authorized by said laws and designated Project No. _____, which is more fully identified in the basic Note Resolution. Said Project for which this Note is issued is being assisted by the United States of America pursuant to Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949, as amended and supplemented).

Under the basic Note Resolution, there is established a separate and special fund therein referred to as the "Project Temporary Loan Repayment Fund" in which are required to be deposited certain moneys, therein described, as and when the same are received by the Local Public Agency, and this Note, together with all

other notes issued pursuant to the basic Note Resolution, constitute, as to both the principal thereof and the interest thereon, an exclusive first lien and charge upon said Fund after provision therefrom in accordance with the basic Note Resolution for only certain costs therein mentioned, and, subject only to the provision for such costs, said Fund is irrevocably pledged to the payment of the principal of and interest on this Note and all other notes which are issued as aforesaid.

This Note shall not constitute a debt or indebtedness of the State or of any town, city, county, municipality, or political entity or subdivision therein or thereof, within the meaning of any constitutional, statutory, local law, or charter provision, and neither the State nor any such town, city, county, municipality, or political entity or subdivision, other than the Local Public Agency, shall be liable hereon, and, in no event, shall either this Note or the interest thereon be payable from or out of any funds or properties other than those of the Local Public Agency.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Note do exist, have happened, and have been performed in due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Local Public Agency has caused this Note to be signed in its name and its seal to be impressed hereon and attested, by its proper officers thereunto duly authorized, and this Note to be dated the _____ day of _____, 19 ____.

[SEAL]

By _____

Chairman _____

ATTEST:

Secretary _____

Delivery of this Note was accepted and payment therefor made on the _____ day of _____, 19 ____.

UNITED STATES OF AMERICA
Housing and Home Finance Administrator

By _____

Each such Project Temporary Loan Note placed in the custody of the Government for acceptance of delivery and payment therefor or issued subsequent to the expiration of the Initial Loan Period shall be issued in substantially the foregoing form, as modified by striking therefrom the recitals pertaining to the interest rate or rates to be borne by each such note, commencing with the words "at the rate or rates as follows:", and by inserting in lieu thereof the following: "at the rate of _____ per centum (_____ %) per annum."

Section 4. That there is hereby established a separate and special fund which is hereby designated the "Project Temporary Loan Repayment Fund; Project No. Mass. R-35", said Fund being elsewhere herein referred to as the "Project Temporary Loan Repayment Fund". Said Fund shall be maintained in a bank or banks which are members of the Federal Deposit Insurance Corporation. The following moneys shall be deposited in the Project Temporary Loan Repayment Fund as and when such moneys are received by the Local Public Agency:

- (a) The proceeds of all sales by the Local Public Agency of real property in the Urban Renewal Area held or acquired by it for the Project (herein called "Project Land");
- (b) All moneys constituting compensation by the Local Public Agency for any Project Land which it retains instead of selling or leasing;
- (c) All moneys provided by the Local Public Agency from sources other than the Government, to compensate the Project Temporary Loan Repayment Fund for the fair value imputed to any Project Land which is leased by the Local Public Agency rather than sold by it for cash;
- (d) All accrued interest, if any, which is paid to the Local Public Agency on the Project Temporary Loan Notes at the time when the Government takes up and pays for such Project Temporary Loan Notes;
- (e) The proceeds and income derived by it from the investment of funds deposited in the Project Temporary Loan Repayment Fund; and
- (f) The funds, if any, which are provided to the Local Public Agency pursuant to that certain agreement by and between the Local Public Agency and the City of Boston, Massachusetts, in the form of a Covenant adopted by the City Council of said City on June 5, 1961, and approved by its Mayor on June 6, 1961, which Covenant is hereby assigned to the United States of America as the purchaser of Project Temporary Loan Notes.

Section 5. That if any Project Land is leased, instead of sold, by the Local Public Agency, the reasonable and proper costs incurred from time to time by the Local Public Agency during the period of such lease, which costs are for the Local Public Agency's maintenance, management, and administration during such period of Project Land so leased, may, to the extent necessary, be paid from those lease proceeds referred to as such in Section 4 hereof which are deposited in the Project Temporary Loan Repayment Fund, but from no other moneys therein.

Section 6. That Project Temporary Loan Notes issued pursuant to the provisions of this Resolution shall, as to both the principal thereof and the interest thereon, constitute an exclusive first lien and charge upon the funds which, by the terms of this Resolution, comprise the Project Temporary Loan Repayment Fund after provision therefrom for only the costs mentioned in Section 5 hereof, which Fund, subject only to provision as aforesaid, is hereby irrevocably pledged to the payment of the principal of and interest on such Project Temporary Loan Notes.

Section 7. That the Development Administrator is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as Project Temporary Loan funds are required, requesting payments to be made on account of the Project Temporary Loan provided for in the said Contract for loan, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 8. That, when and as directed by further resolution or resolutions, the proper officers of the Local Public Agency shall prepare, execute, and deliver to the Government the Project Temporary Loan Notes hereby authorized and shall accept payment therefor from the Government.

Section 9. That the proceeds of the sale of all Project Temporary Loan Notes issued pursuant to this Resolution shall be deposited and disbursed only in accordance with the provisions of the Contract for loan, unless otherwise approved in writing by the Government, and pending the execution of the loan and grant contract referred to in said Contract for loan.

Section 10. That the Project (which is designated Project No. Mass. R-35) and is herein called the "Project") includes and consists of all undertakings and activities of the Local Public Agency in the Urban Renewal Area, in accordance with the Plan for the renewal or redevelopment of the said Area, for the elimination and for the prevention of the development or spread of slums and blight, and to the extent contemplated by said Plan involves slum clearance and redevelopment and the carrying out of plans for a program of voluntary repair and rehabilitation of buildings or other improvements in the Urban Renewal Area: Provided, That the Project shall not include the construction or improvement of any buildings contemplated by the Plan for the renewal or redevelopment of said Area.

Section 11. That the land area of the Project (herein called the "Urban Renewal Area"), is situated within the City of Boston, County of Suffolk, and the boundaries of the said Area shall be as described in the Contract for loan and grant.

Section 12. That each of the following terms, when so used in this Resolution, shall, unless the context clearly indicates otherwise, have the meaning ascribed to it in this Section:

- (a) The term "Contract" means that certain document, a counterpart of which is now on file with the Local Public Agency, designated Contract No. Mass. R-35 (L), naming the Local Public Agency and the Government as the parties thereto, and providing for a Project Temporary Loan to the Local Public Agency with respect to the Project.
- (b) The term "Plan" means the urban renewal or redevelopment plan which is in the course of preparation and approval through Project planning activities under the contract for advance described in the said Contract for loan.

Section 13. That this Resolution shall take effect immediately.